

AN ORDINANCE 2006-03-23-0381

AUTHORIZING THE EXECUTION OF A CONTRACT CHANGE WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES PROVIDING \$336,254.00 FOR THE SEXUALLY TRANSMITTED DISEASE STAFF SUPPORT PROGRAM OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR THE PERIOD JANUARY 1, 2006 THROUGH DECEMBER 31, 2006; ADOPTING THE PROJECT BUDGET; AND APPROVING THE PERSONNEL COMPLEMENT.

* * * * *

WHEREAS, through an ordinance passed and approved on January 26, 2006, the City Manager was authorized to execute the Public Health State Support Project 2006/2007 Contract 7460020708 2007 with the Texas Department of State Health Services (TDSHS), providing annual assistance to the City to support core public health activities provided by the San Antonio Metropolitan Health District (SAMHD); and

WHEREAS, contract changes are made throughout the term of the contract in order to renew grant programs when their terms expire; and

WHEREAS, the TDSHS has now offered a contract change totaling \$336,254.00 through Contract Change 02, Attachment No. 03 to renew support for the ongoing Sexually Transmitted Disease Staff Support Program in the SAMHD; and

WHEREAS, personnel in this program conduct disease investigations and counseling to control and prevent the spread of sexually transmitted diseases, especially syphilis and HIV/AIDS; and

WHEREAS, last year the program served 8,149 high-risk clients and provided education and behavioral modification classes to over 3200 individuals at risk for these diseases; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is authorized to execute a contract change with the Texas Department of State Health Services providing \$336,254.00 for the Sexually Transmitted Disease Staff Support Program of the San Antonio Metropolitan Health District for the period January 1, 2006 through December 31, 2006. A copy of said contract change is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. SAP Fund 26016000 entitled "Public Health State Support Project 2005/2006 - Federal", Funds Center 3607290003, Internal Order 136000000300, is hereby designated for use in accounting for the fiscal transactions of this project.

SECTION 3. The sum of \$336,254.00 is hereby appropriated in the above-designated fund and the budget which is attached hereto and incorporated herein for all purposes as Attachment II is approved and adopted for entry on the City books.

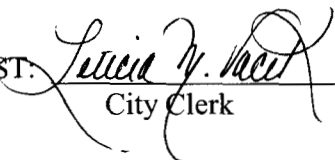
SECTION 4. The eight (8) personnel positions set out in Attachment II and incorporated herein are authorized for the activity shown thereon.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance shall become effective on and after April 2, 2006.

PASSED AND APPROVED this 23rd day of March, 2006.

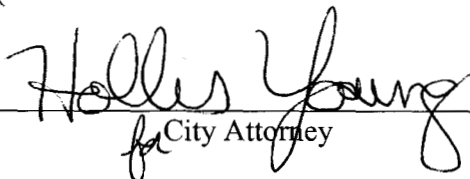
ATTEST:


City Clerk


M A Y O R

PHIL HARDBERGER

APPROVED AS TO FORM:


for City Attorney

ATTACHMENT I



**DEPARTMENT OF STATE HEALTH SERVICES
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199**

STATE OF TEXAS

DSHS Document No. 7460020708 2007

COUNTY OF TRAVIS

Contract Change Notice No. 02

The Department of State Health Services, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with SAN ANTONIO METROPOLITAN HEALTH DISTRICT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:

ATT NO. 03 : STD - HIV

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different
from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY:

**SAN ANTONIO METROPOLITAN HEALTH
DISTRICT**

By: _____
(Signature of person authorized to sign)

(Name and Title)

Date: _____

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different
from person authorized to sign contract)

RECEIVING AGENCY :

DEPARTMENT OF STATE HEALTH SERVICES

By: _____
(Signature of person authorized to sign)

Bob Burnette, Director
Client Services Contracting Unit

(Name and Title)

Date: _____

PF CSCU - Rev. 6/05

DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01	TB/PC 0000313010	01/01/06	12/31/06	93.116	353,133.00	0.00	353,133.00
02	HIV/PREV 0000313264	01/01/06	12/31/06	93.940	232,350.00	0.00	232,350.00
03	STD/HIV 0000313285	01/01/06	12/31/06	93.977 93.940	336,254.00	0.00	336,254.00
DSHS Document No.7460020708 2007 Change No. 02				Totals	\$921,737.00	\$ 0.00	\$921,737.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

DOCUMENT NO. 7460020708-2007
ATTACHMENT NO. 03
PURCHASE ORDER NO. 0000313285

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: HIV/STD COMPREHENSIVE SERVICES BRANCH

TERM: January 01, 2006 THRU: December 31, 2006

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall conduct programs to control and prevent the spread of Sexually Transmitted Diseases (STDs), including human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS) and viral hepatitis. PERFORMING AGENCY shall provide the following core activities:

- Community and Individual Behavior Change;
- Medical and Laboratory Services;
- Partner Services;
- Leadership and Program Management;
- Surveillance and Data Management; and
- Training and Professional Development.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this contract Attachment unless amended. The following documents are incorporated herein by reference and made part of this contract Attachment:

- RECEIVING AGENCY'S HIV and STD Program Operation Procedures and Standards, 2003, and any revisions;
- Centers for Disease Control and Prevention (CDC), STD Program Operations Guidelines;
- Chapters 81 and 85 of the Texas Health and Safety Code;
- Chapter 93 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);
- Title 25 Texas Administrative Code (TAC), Chapter 97;
- CDC'S STD Treatment Guidelines, 2002, or latest version; and
- RECEIVING AGENCY'S Quality Care: STD Clinical Standards and Monitoring Guidelines.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY Program, in writing, if it will not continue performance under this contract Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the contract Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMING AGENCY shall immediately comply with all applicable policies adopted by RECEIVING AGENCY Program.

RECEIVING AGENCY reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. RECEIVING AGENCY Program will monitor PERFORMING AGENCY'S expenditures on a quarterly basis. If expenditures are below that projected in PERFORMING AGENCY'S total contract amount as shown in SECTION III. BUDGET, PERFORMING AGENCY'S budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMING AGENCY shall perform all activities in accordance with RECEIVING AGENCY'S Inter-Local Application for Federal Sexually Transmitted Disease Services, dated June 15, 2005, any letters or memos with rules, policies or other instructions given to PERFORMING AGENCY; PERFORMING AGENCY'S work plan and detailed budget as approved by RECEIVING AGENCY Program. All of the above named documents are incorporated herein by reference and made a part of this contract Attachment. Any revisions or additions to these documents shall be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY.

PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the other terms of the contract.

1. PERFORMING AGENCY shall meet a minimum of eighty percent (80%) of the current STD program objectives and indicators as referenced in RECEIVING AGENCY'S Inter-Local Application for Federal Sexually Transmitted Disease Services, dated June 15, 2005.
2. PERFORMING AGENCY shall ensure that a complaint process is established and posted for public access.
3. PERFORMING AGENCY shall maintain Memoranda of Understanding (MOU) or collaborative plan with RECEIVING AGENCY-funded Partner Counseling and Partner Elicitation (PCPE) contractors within PERFORMING AGENCY'S jurisdiction to ensure effective coordinated partner services.

The following STD clinical services shall be provided:

- A client seeking STD diagnostic and/or treatment services (walk-in or phone) at public STD clinics during normal operating hours shall be triaged and a minimum of 90% of clients shall be examined, tested and/or treated within 24 hours of seeking services; and
- Clients seeking STD diagnostic and/or treatment services in public STD clinics shall be medically managed according to PERFORMING AGENCY written protocols in compliance with RECEIVING AGENCY Program's HIV and STD Program Operation Procedures and Standards, 2003, and any revisions, RECEIVING AGENCY Program's STD Clinical Standards and Monitoring Guidelines, and CDC'S STD Treatment Guidelines, 2002, or latest version.

Reports and Narratives:

1. Narratives and Objectives - Due semi-annually on or before the 31st of July 2006 and January 2007 in a format provided by RECEIVING AGENCY Program.
2. STD Management Information System (STD*MIS) data - Due weekly on Friday by 5:00 p.m., Central Standard Time. PERFORMING AGENCY shall submit confidential reports of diagnosed STD cases as required by 25 TAC, Chapter 97 to RECEIVING AGENCY Program in a manner and in a format provided by RECEIVING AGENCY Program.
3. Congenital Syphilis Case Investigation and Infant Syphilis Control Record - Due to RECEIVING AGENCY Program, thirty (30) calendar days after reported to the local health department.
4. RECEIVING AGENCY Program's scannable forms for those clinic patients who receive Texas Infertility Prevention Project sentinel site services are due no later than thirty (30) calendar days after provision of sentinel site services. If PERFORMING AGENCY uses comparable data collection systems, PERFORMING AGENCY shall establish a schedule with RECEIVING AGENCY Program prior to data submission.

PERFORMING AGENCY shall authorize their staff to attend training, conferences, and meetings for which funds are budgeted and approved by RECEIVING AGENCY Program.

PERFORMING AGENCY shall have written program procedures covering core activities, such as: medical, lab, and partner services; surveillance and data management; clinical and disease intervention quality assurance.

PERFORMING AGENCY shall provide all reports and narratives within the required time frames. The reports and narratives shall be completed to the satisfaction of RECEIVING

AGENCY Program for processing of reimbursement vouchers. If the reports and narratives do not meet these conditions, RECEIVING AGENCY Program may impose sanctions as described in the General Provisions, **Sanctions** Article.

TRAINING REQUIREMENTS:

Due to the specialization and job knowledge required for effective STD control programs, the following minimum training is required of personnel employed under this contract Attachment:

1. Disease Intervention Specialist (DIS) shall successfully complete the following training within six (6) months of employment:
 - a. Two (2) week Introduction to STD Intervention course;
 - b. Training to perform venipuncture; and
 - c. PCPE training.
2. Disease Intervention Specialists (DIS) with more than one year of experience shall successfully complete the Advanced STD Intervention (ASTDI) course as soon as practicable when the course is offered.
3. First-line supervisors shall complete all training requirements of a DIS plus the following within one (1) year of becoming a supervisor:
 - a. Attend the STD Intervention for Supervisor's course; and
 - b. Attend the Principles of Supervision in STD Control course.
4. Program managers shall complete all training requirements of a DIS and first-line supervisor within one (1) year of becoming a program manager.

RAPID RESPONSE PLAN:

PERFORMING AGENCY shall maintain a Rapid Response Plan (RRP) for the PERFORMING AGENCY'S geographic jurisdiction as approved by RECEIVING AGENCY Program. The RRP shall be in compliance with CDC, National Plan to Eliminate Syphilis from the United States, October 1999.

PERFORMING AGENCY'S personnel shall be made available to staff a Rapid Intervention Team in the event of a disease "outbreak" as interpreted by RECEIVING AGENCY Program.

PERFORMING AGENCY'S personnel shall travel to other Texas jurisdictions that may not be included in PERFORMING AGENCY'S service area or region as requested by RECEIVING AGENCY Program during a rapid intervention response. When such travel is requested by RECEIVING AGENCY Program, reimbursement arrangements for PERFORMING AGENCY'S travel expenditures shall be approved in advance by RECEIVING AGENCY Program.

SECTION II. SPECIAL PROVISIONS:

General Provisions, **Assurances** Article is revised to include the following:

PERFORMING AGENCY shall comply with all federal and state non-discrimination statutes, regulations, and guidelines. PERFORMING AGENCY shall provide services without discrimination on the basis of race, color, national origin, age, disability, ethnicity, gender, religion, or sexual orientation.

Due to the sensitive and highly personal nature of HIV/AIDS-related information, strict adherence to the General Provisions, **Confidentiality of Protected Health Information** Article, is required. This Article is revised to include the following:

Neither PERFORMING AGENCY, nor any subrecipient, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subrecipient without written consent from the client or patient, or someone authorized to act on his or her behalf; however, RECEIVING AGENCY may require PERFORMING AGENCY, or any subrecipient, to transfer a client or patient record to RECEIVING AGENCY if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

RECEIVING AGENCY shall have access to a client or patient record in the possession of PERFORMING AGENCY, or any subrecipient, under authority of the Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, RECEIVING AGENCY shall keep confidential any information obtained from the client or patient record, as required by the Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

PERFORMING AGENCY shall comply with the Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician shall supervise any medical care or procedure provided under a testing program.

SECTION III. BUDGET:

PERSONNEL	\$183,542.00
FRINGE BENEFITS	79,417.00
TRAVEL	45,719.00
EQUIPMENT	0.00
SUPPLIES	3,978.00
CONTRACTUAL	0.00
OTHER	7,355.00
 TOTAL DIRECT CHARGES	 \$320,011.00
INDIRECT CHARGES	\$16,243.00
TOTAL	\$336,254.00

Total reimbursements will not exceed \$336,254.00.

Financial status reports are due the 30th of April, 30th of July, 30th of October, and the 30th of March.

The negotiated indirect cost shown above is less than PERFORMING AGENCY'S current indirect cost rate on file at the RECEIVING AGENCY and subject to review by RECEIVING AGENCY fiscal monitors. Indirect charges to this contract may not exceed the amount shown above, except by prior written approval of RECEIVING AGENCY.

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

7460020708 2007-03

Application or Contract Number

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

Organization Name and Address

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489

ATTACHMENT II
Fund Group ID #26016108 - Public Health Support 2006/2007 - Federal
Fund 26016000
Fund Center 3607290000
Functional Area 3600400000030011
TDSHS Contract No. 7460020708 2007

<u>ESTIMATED REVENUES</u>	GL	CURRENT BUDGET
Attachment #03	4501100	<u>336,254</u>
Total Estimated Revenues		\$ <u><u>336,254</u></u>

APPROPRIATIONS

STD Staff Support Program
Activity 36-07-29 01/01/2006 to 12/31/2006
Cost Center 3607290003
Internal Order 136000000300

Regular Salaries & Wages	5101010	181,202
Language Skill Pay	5101050	1,800
Social Security	5103005	14,041
Life Insurance	5103010	275
Personal Leave Buy Back Pay	5103035	540
TMRS	5105010	22,851
Education	5201025	1,475
Temporary Services	5202010	0
Transportation Expense	5203090	31,158
Mail and Parcel Post Service	5205010	500
Travel-Official	5207010	14,561
Office Supplies	5302010	3,978
Rental of Pagers	5403030	0
Cell Phone	5403040	5,380
Workers' Disability Comp.	5405020	0
Liability Insurance	5405030	0
Group Health Insurance	5405040	42,250
Indirect Cost	5406530	16,243
Computer Equipment	5501000	<u>0</u>

Total Appropriations \$ 336,254

PERSONNEL COMPLEMENT:

Activity 36-07-29
Cost Center 3607290003
Internal Order 136000000300

		Previous Positions	Add (Deduct)	Current Positions
0010	Office Assistant	1	0	1
0067	Administrative Aide	1	0	1
0282	Health Program Specialist	<u>6</u>	<u>0</u>	<u>6</u>
	Total:	<u><u>8</u></u>	<u><u>0</u></u>	<u><u>8</u></u>